



MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
FOR PURCHASES \$3,000 TO \$24,999.99
THIS IS NOT AN ORDER

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering material specified and provide all information requested.

TODAY'S DATE: MARCH 6, 2012		QUOTE DUE BY: MARCH 12, 2012; 1:00 P.M.		F.O.B. REQUIREMENTS: DESTINATION JOPLIN MO	
TIME REQUIRED FOR DELIVERY:	CONTRACT PERIOD 02/01/2012 – 03/31/2012	QUOTATION No:	SW-12-032CS	BUYER NAME /TELEPHONE NUMBER:	CHRIS STEPHENS 417-621-6355 417-629-3226 FAX
TO BE DELIVERED NO LATER THAN	4/1/2012				
District Mailing Address/Facsimile #:	Missouri Department of Transportation 2915 Doughboy Drive Joplin, MO 64804	Delivery Locations:	MoDOT 1300 S. Neosho Blvd Neosho, MO 64850		

DESCRIPTION

The Missouri Department of Transportation is seeking quotes for a **Exmark Lazer Z X-Series; LZX29KA606- Zero Turn Radius Lawn Mower**. The Zero Turn Lawn Mower shall meet the following specifications.

	Meet (Yes or No)
➤ Commercial Grade	_____
➤ 29 HP / Gas Powered (Kawasaki)	_____
➤ Drive System- Two Exmark exclusive Parker pump and well motor systems with no hoses, integrated cooling fans, 1.7 qt integrated reservoir, spin-on filter and heavy duty components.	_____
➤ Vertical Shaft Engine	_____
➤ Heavy Duty Canister Air Canister Filtration System	_____
➤ Ground Speed: Infinitely variable speed selection from 0-11.5 mph forward, 0-7.0 mph reverse (or more).	_____
➤ Cutting Decks: Full floating Ultra Cut series 6 featuring a heavy duty Spindle. Side discharge standard with the option to bag or mulch. 10-Gauge top that is formed and continuously seam welded, 7-gauge side skirt and 7-gauge formed and welded spindle mounting locations for improved strength and reduced weight.	_____
➤ Cutting Height: 1.0" to 5.5" in 0.25" increments, adjustable from Operator's seat.	_____
➤ Cutting Width: -60" or above (60" Deck or larger)	_____
➤ Operator controlled discharge shoot	_____
➤ Quick-Lift Deck Assist: Standard; foot controlled deck lift changes Cutting height and lifts the deck to maneuver around obstacles, or Place in transport position.	_____
➤ Drive Tires: 24 x 12.0-12, 4-ply multi-trac.	_____
➤ Front Caster Tires: 13 x 6.5, 6-smooth tread, semi-pneumatic tires.	_____
➤ Caster: .50" thick double-yoke, smooth tread caster wheel assembly with pre-installed bearing cups.	_____
➤ Steering and Motion Control: Hydraulically dampened twin levers, Adjust fore and aft. Adjustable dampeners (3 positions) to customize Drive responsiveness. Also adjustable 2 height positions.	_____

Required Specifications Continued

- Curb Weight: 1200-1230 lbs _____
- Dimensions: Width 72-73", Length 83-84", Height, 70-71" _____
- Blades: 3 Blades Minimum _____
- Blade Tip Speed: 18,500 fpm _____
- Blade Spindles: No maintenance, sealed and non-greasable spindles;
7.75" diameter cutter housing with 25mm (.98") diameter spindle
shaft and splined blade driver. _____
- Tractor Frame: Unibody, welded, heavy-duty 1.5" x 3" tubular steel. _____
- True Radius: True Zero Turn _____
- Drive-Wheel Release: Allows unit movement without engine running. _____
- Parking Brake: Lever actuated disc brake _____
- Fuel Capacity: High capacity, 12-gallon, single fuel tank. _____
- Fuel Gauge with an electronic sender. _____
- Electrical: 12 Volt battery with 15-amp alternator _____
- PTO Engagement; Magstop Electromagnetic 200- ft lbs clutch
With spot brake. _____
- Standard Hour Meter _____
- Deluxe Seat: bolstered seat with Elastomeric Vibration Control
Material. Mounted on innovative seat isolation system that provides
Operator isolation in all three planes of motion as well as fore-aft slide
And seat flip-up. _____
- Safety Package – Operator Presence Controls (OPC) and drive system
Interlock, with safety interlock system indicators. _____
- Front Tires Filled (will not go flat) _____
- Rollover Protection: 2-post foldable ROPS Standard with seat belt
And latch. _____
- Console Storage Compartment – Standard _____
- Cup Holder-Standard _____
- Free Hydraulic Services – minimum 3 years or 1500 hrs _____
- Bumper to Bumper Warranty – minimum of 2 years _____
- No Down Time During Warranty-Replacement mower to be delivered
within 2 hours of break down _____
- Free Pick-up and Delivery for Servicing _____
- Minimum of (2) Free Sets of Replacement Blades. _____
- Delivered, Demonstration and Training to Neosho
MoDOT Maintenance Facility _____
- (1) Repair Manual _____
- (1) Operation Manual _____

Vendor Price \$ _____ Make _____ Model _____
 Attach Specifications/drawings or Brochure with quote

Once the bid is received all responses will go to the end user for review. After approval from the end user for appropriate mechanical ability and functionality, the Low Price bidder that meets or exceed these specifications will be chosen. Please email Christina.stephens@modot.mo.gov or fax (417) 621-6355 your quote response no later than March 12, 2012 by 1:00 p.m.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

STANDARD SOLICITATION PROVISIONS

a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.

b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
- ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.

c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the Stat of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, in incorporated herein by reference and made a part of this agreement. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt,

1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."

2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.

b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Permits, Licenses and Safety Issues

A. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Delivery – Additional Requirements

a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

Preferences

a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.

Award

a. This contract will be award on a "all or nothing" basis

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE
FOLLOWING "NO QUOTE FORM" TO ASSIST THE PROCUREMENT STAFF IN OUR
PROCESS EVALUATIONS.
THANK YOU**

B. NO QUOTE

Date: _____

TO: Missouri Department of Transportation – District 7
General Services (Procurement) Division
3901 E. 32nd Street
Joplin, MO 64804
(417) 629-3226-Fax

FROM: _____

Our Company is submitting "No Quote" on RFQ# _____ for the reason(s)
indicated

- ☐ Product or service is not available or cannot meet the required specifications
- ☐ Other obligations - cannot make required deadline
- ☐ The delivery point or work location is outside of our territory or coverage/service area
- ☐ Other – Please explain below:

Company Contact Person: _____ Phone #

- ☐ Please keep our name on the bidder's list for future opportunities on this product or service.
- ☐ Please remove our name for your bidder's list for this product service